

ADDENDUM #1 SEE CHANGE ON THE PRICING PAGE (Section 6.0)



NOTICE OF SOLICITATION

SERIAL 03001-S

INVITATION FOR BIDS FOR: COMMUNICATIONS AND MEDIA RELATED SERVICES: LEGAL ADVERTISING

Notice is hereby given that sealed bids will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until **2:00 P.M./M.S.T. on JANUARY 28, 2003** for the furnishing of the following for Maricopa County. Bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **"SERIAL 03001-S INVITATION FOR BIDS FOR: COMMUNICATIONS AND MEDIA RELATED SERVICES: LEGAL ADVERTISING."**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this request for bids must be filed with the Procurement Consultant in accordance with Section MC1-905 of the Code.

**BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT
BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS
MANAGEMENT CENTER**

INQUIRIES:

**WILLIAM THORNTON
PROCUREMENT CONSULTANT
TELEPHONE: (602) 506-3248**

**NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE
FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:**

<http://www.maricopa.gov/materials/advbd/advbd.asp>

**IF THIS DOCUMENT WAS DOWNLOADED FROM THE INTERNET, CONTACT THE
PROCUREMENT CONSULTANT FOR ANY REFERENCED DRAWINGS.**

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WITH THEIR BID

Signature:

Date:

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NO RESPONSE

Contractors not responding to this bid are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494.

MARK OUTSIDE ENVELOPE "SERIAL 03001-S"

Responses must be received **BY 2:00 P.M., JANUARY 28, 2003**. Contractors failing to submit a bid, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

**SERIAL 03001-S TITLE: COMMUNICATIONS AND MEDIA RELATED SERVICES: LEGAL
ADVERTISING**

CONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____ CONTACT: _____

REASON FOR NO BID:

_____ Insufficient time
_____ Do not handle product/service
_____ Other: _____

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR BID

M/WSBE CONTRACT PARTICIPATION

For this Contract a combined M/WSBE goal of **0%** involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference

SPECIFICATIONS ON INVITATION FOR BID FOR: **COMMUNICATIONS AND MEDIA RELATED SERVICES: LEGAL ADVERTISING**

1.0 **INTENT:**

The intent of this call for bids is to award a requirements contract for Legal Publication & Advertising for Maricopa County. This contract will be for a one (1) year period from date of award with the provision that either party may cancel on thirty (30) days written notice.

2.0 **TECHNICAL SPECIFICATIONS:**

2.1 TECHNICAL REQUIREMENTS:

- 2.1.1 Printing and publishing all advertising notices requiring publication such as election proclamations, proceedings of the Board of Supervisors, resolutions, summons, notices of sale, delinquent tax lists, special notices, call for bids, bids for construction and equipment, and the publishing of all matters as required to be published by the Board of Supervisors under the laws of the State of Arizona.
- 2.1.2 The term "Newspaper" shall mean a newspaper printed & published in Maricopa County, State of Arizona, which for at least one (1) year has been admitted to the United States Mail as second class matter, as set forth and meeting the requirement of Sections 11-255, 39-202, 39-203, 39-204, 39-205 and 39-221, Arizona Revised Statute.
- 2.1.3 The term "Printing" shall mean reproducing in newspaper form and style any legal publication or advertisement requiring public notice.
- 2.1.4 The term "Publishing" shall mean the production and distribution by a newspaper containing Legal Publication & Advertising requiring notice to the general public by the County Board of Supervisors within Maricopa County.
- 2.1.5 **Each bidder shall file with their bid an affidavit showing that their newspaper has been established and published within Maricopa County, State of Arizona, for a period of at least one year prior to the filing of such affidavit and has been admitted to the United States mail as second-class matter for at least one year.**
- 2.1.6 Prospective vendors shall state day of week of publication, press time deadline and the number of hours prior to press time copy will be accepted with and without notice. Copy for Legal Publication & Advertising for the Board of Supervisors shall be picked up by the successful bidder. Copy for the tentative annual budget will be available by 12:00 noon on the Tuesday prior to the first week of publication.
- 2.1.7 The size of type shall be not less than five (5) or more than six (6) point type, set solid (no leading). This is to apply whether letterpress, offset, computer tape or disc format is used. The variance in type size shall not be greater than 5% over or under the specified size range. **Continuous wrap for text must be applied in all publication & advertising matter, unless otherwise specified.**
- 2.1.8 The minutes of the Board of Supervisors, the tentative annual budget and other Legal Publication & Advertising will be furnished in hard copy. The delinquent tax rolls and the warrant register will be furnished camera-ready from computer print out. If available, any or all of the above may be furnished via a computer tape or disc. All programming costs associated with computer tape or disc reproduction shall be borne by the newspaper.
- 2.1.9 It shall be the bidders responsibility to secure computer media (tapes) or other required information directly from the appropriate county department.

- 2.1.10 The proper formatting of computer media shall be the responsibility and cost of the bidder. Most county departments are standardized on WORD 6.0 Software and IBM Compatible Computers.
- 2.1.11 Pick up points generally shall be the County Downtown Administration Complex, office of the Clerk of the Board and office of the Clerk of the Court, Monday through Friday, 3:30 p.m. **Pick ups may be required from other offices located within Maricopa County.**
- 2.1.12 Pick ups scheduled for holidays shall be scheduled for the next County business day. When lengthy material is picked up by the vendor, the vendor will review this material to ensure it is complete. It is required that the county is notified immediately of any problems with copy.
- 2.1.13 The successful bidder will be required to furnish to the using County department, without cost to Maricopa County, an affidavit of publication covering each legal publication or advertisement published. **In addition, ARS §11-217 requires that "Each newspaper that publishes the minutes of the board shall supply to the public libraries in each city, town and county a copy of the published minutes and shall make minutes for the prior three month period available for use by the public on an on-line computer information service at no expense to the county."** Bidder shall supply their Internet address in their response to this bid.
- 2.1.14 Bids submitted shall be on a per column inch basis, unless otherwise specified.
- 2.1.15 A separate price per column inch shall be bid for advertisements which are to be printed and published display advertising style, in larger than 10 point type.
- 2.1.16 Bidders shall also indicate a % of discount from their base bid which would be applicable if the County would provide either camera ready copy, computer tape or disc format.
- 2.1.17 Bids are desired on the price for the first insertion of each advertisement, and a separate price for each subsequent publication of the same advertisement, where there is a requirement for multiple publication in subsequent issues of the newspaper.
- 2.1.18 Excerpts of typical legal information to be published are attached as EXHIBIT 1 through EXHIBIT 6. For comparison of bids, vendors shall state the cost of the attached excerpts based on the charge per column inch submitted. **Each bidder shall reproduce these in paragraph/column form showing the type and style that will be used in printing and publishing if the bidder is awarded this contract. These reproductions shall be included with the bid.**
- 2.2 TAX:
- No tax shall be levied against labor. Bid pricing to include all labor, overhead tools and equipment used, profit, and any taxes that may be levied. It is the responsibility of the Contractor to determine any and all taxes and include the same in bid price.
- 2.3 DELIVERY:
- It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

2.4 REFERENCES:

Contractors must provide at least five (5) reference accounts to which they are presently providing this service. Included must be the name of the government or company, individual to contact, phone number, street address and e-mail address. Preference in awarding this Contract may be given to Contractors furnishing government accounts similar in size to Maricopa County.

2.5 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any damages whatsoever to County property as applicable when such property is the responsibility or in the custody of the Contractor, his employees or Subcontractors.

2.6 PRICE REDUCTIONS:

By submitting a bid in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, **SIMILAR PRICES MUST BE EXTENDED TO MARICOPA COUNTY** If a notification IS not made of said price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

- 2.6.1 Cancel the Contract, if it is currently in effect.
- 2.6.2 Determine the amount that the County was overcharged and submit a request for payment from the Contractor for that amount.
- 2.6.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

2.7 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized subcontracts.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT LENGTH:

This Invitation for Bids is for awarding a firm, fixed price purchasing contract to cover a one (1) year period.

3.2 INDEMNIFICATION AND INSURANCE:

3.2.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

3.2.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

3.2.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision, which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

3.2.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

3.2.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

3.2.3 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

3.2.4 Occurrence Basis.

All insurance required by this contract shall be written on an occurrence basis rather than a claims-made basis.

3.2.5 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

3.3 REQUIREMENT OF CONTRACT BOND:

Concurrently with the submittal of the Contract, the Contractor shall furnish the Contracting Agency the following bonds, which shall become binding upon the award of the contract to the Contractor.

- (A) A **Performance Bond** in the amount of **\$5,000** within 10 days from receipt of notification of award conditioned upon the faithful performance of the Contract in accordance with plans, specifications and conditions thereof. Date of U.S. postmark will be accepted as date of delivery of Performance Bond. Such bond shall be solely for the protection of the Contracting Agency awarding the Contract. An irrevocable letter of credit or certificate of deposit, will be accepted in lieu of bond. Performance Bonds are to be identified with Bid Serial Number, Title and return address.

Each such bond shall include a provision allowing the prevailing party in a suit on such bond to recover as a part of his judgment such reasonable attorney's fees as may be fixed by a judge of the court.

Each bond shall be executed by a surety company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance. The bonds shall not be executed by an individual surety or sureties. The bonds shall be made payable and acceptable to the Contracting Agency. The bonds shall be written or countersigned by an authorized representative of the surety who is either a resident of the State of Arizona or whose principal office is maintained in this state, as by law required, and the bonds shall have attached thereto a certified copy of the Power of Attorney of the signing official. In addition, said company or companies shall be rated "Best-A" or better as required by the Contracting Agency, as currently listed in the most recent Best Key Rating Guide, published by the A.M. Best Company.

3.4 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America MasterCard Procurement Card, or other procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.5 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

WILLIAM THORNTON, PROCUREMENT CONSULTANT, 602-506-3248
(bthornto@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

4.0 CONTRACT TERMS AND CONDITIONS:

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this bid will be a requirements contract. However, this Contract does not guarantee any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or department and proper authorization and documentation have been approved.

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a bid in response to the Invitation For Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.2 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.3 TERMINATION FOR DEFAULT:

If the Contractor fails to meet deadlines, or fails to provide the agreed upon service/material altogether, a termination for default will be issued. The termination for default will be issued only after the County deems that the Contractor has failed to remedy the problem after being forewarned.

4.4 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of a substantial violation of any provision of this Contract, then the County may terminate this Contract. Prior to termination of this Contract, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.5 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.6 OFFSET FOR DAMAGES;

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.7 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional services are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.8 SUBCONTRACTING:

The Contractor may not assign this Contract or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.9 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.10 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.11 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.12 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.13 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.14 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder

5.0 ADMINISTRATIVE INFORMATION:

5.1 INCORPORATION OF BID INTO THE CONTRACT:

The contents of this Invitation For Bids and the selected firm's response are to be incorporated into the Contract.

5.2 PROCUREMENT AUTHORITY:

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. The Arizona State Procurement Code does not govern this procurement. Any protest concerning this Invitation for Bids must be filed with the Procurement Consultant in accordance with Section MC1-905 of the Code.

5.3 ADDENDA TO SOLICITATION:

Maricopa County may institute changes or modifications to the specifications and will notify all participants by an addendum to this Invitation For Bids.

5.4 PROVISIONS OF BID DOCUMENTS:

All bids must comply with and not deviate from the provisions of the bid documents. Failure to meet a material requirement of the bid documents shall be reason for rejection of a bid.

5.5 AMPLIFYING DATA:

If any Contractor wishes to submit amplifying data with this Bid, a statement should be made on the bottom of the bid that amplifying materials are a part of the bid and said material should be attached to the bid form(s).

5.6 CONTRACTOR LICENSE REQUIREMENT:

The Contractor shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of his business. He shall keep himself fully informed of existing and future Federal, State and Local laws, ordinances, and regulations, which in any manner affect the fulfillment of this Contract, and shall comply with the same.

5.7 INCURRING COSTS:

Maricopa County is not responsible for any cost incurred in preparing this bid, including the acquisition of supplies and/or personnel.

5.8 PUBLIC RECORD:

All information submitted relating to this Bid, except for proprietary information, shall become part of the public record, in accordance with the Maricopa County Procurement Code, Section MC1-405

5.9 M/WSBE PARTICIPATION:

Contractors submitting a bid are encouraged to solicit M/WSBE participation on the Contract. A list of certified M/WSBE enterprises may be obtained by contacting the Maricopa County Materials Management Department Procurement Consultant for this solicitation, or by accessing the Maricopa County Department of Transportation Web Site at:

<http://www.mcdot.maricopa.gov/AdmProc/dmw.htm>

Please indicate in your bid response M/WSBE areas of involvement for monitoring purposes.

5.10 EVALUATION CRITERIA:

The evaluation of this Bid will be based on, but not limited to, the following:

5.10.1 Compliance with specifications

5.10.2 Price

5.10.3 Determination of responsibility

5.11 GENERAL EVALUATION:

The evaluation of bids and the determination of acceptability of the services bid shall be the sole responsibility of the County and will be based on information furnished by the Contractor or identified in his bid, as well as, other information reasonably available to the County. Cash discount terms for Thirty (30) days or less will be considered as net in comparing bid prices. The Board reserves the right to make award on the basis of accepting the lowest bid on the material or services conforming to the bid specification, to waive any informalities in the bid, or to reject all bids.

5.12 AWARD:

The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

5.13 VALIDITY PERIOD:

All bid prices shall be held firm for a minimum period of sixty (60) days after bid opening.

5.14 POST AWARD MEETING:

The successful Contractor(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Consultant of this Contract.

5.15 FINANCIAL STATUS:

All Contractors shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return prepared in accordance with Generally Accepted Accounting Principles or Standards. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a bid, and/or declare a Contractor non-responsive and/or non-responsible, as those terms are defined in the Maricopa County Procurement Code.

If a Contractor is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a Contractor or receiver has been appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law, the Contractor must provide the County with that information as part of its bid. The County may consider that information during evaluation of the bid. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County in a bid, including, but not limited to, determination that the Contractor should be declared

non-responsible and/or non-responsive, and suspension or debarment of the Contractor, as those terms are defined in the Maricopa County Procurement Code.

By submitting a bid in response to the Invitation For Bids, the Contractor agrees that if, during the term of any Contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a Contractor or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law, the Contractor will immediately provide the County with a written notice to that effect, and will provide the County with any relevant information it requests to determine whether the Contractor will meet its obligations to the County.

5.16 PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Continuous Improvement Initiatives" has identified Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area, which are intended to both improve and expedite this process. In light of these efforts, Contractors are required to pick one of the standard payment terms the County utilizes (see Attachment A). Failure to indicate a term will result in the County applying Net 30 days as Contractor's terms. Payment terms will be considered in determining the Contractor's price.

5.17 REGISTRATION:

Contractors are required to be registered with Maricopa County if they are selected for an award of any County Business. Failure to comply with this requirement in a timely fashion will cause your bid to be declared non-responsive. Registration forms are available from the Department of Materials Management, 320 W. Lincoln St., Phoenix, AZ 85003, on the Maricopa County Web Site at www.maricopa.gov, or by calling (602) 506-3244.

5.18 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPAs)

Maricopa County currently has ICPAs with numerous governmental units throughout the State of Arizona. These agreements allow these entities, with the approval of the Contract Contractors, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on the pricing page (Attachment A) of this Contract your acceptance or rejection regarding such participation. Your response will not be considered as an evaluation factor in awarding this Contract.

5.19 SUBMISSION PRICE CLARITY:

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

ALL PRICING SHALL BE SUBMITTED ON A 3.5" DISKETTE FORMATTED IN EXCEL '97. NO BIDS WILL BE ACCEPTED WITHOUT THE ACCOMPANYING DISKETTE IN YOUR BID SUBMITTAL. ANY BID NOT CONTAINING THE REQUIRED DISKETTE WILL BE CONSIDERED NON-RESPONSIVE AND NOT CONSIDERED FOR EVALUATION OR CONTRACT AWARD.

ALL REQUESTS FOR DISKETTES MAY BE EITHER: 1) FAXED TO THE PROCUREMENT CONSULTANT AT (602) 258-1573 2) EMAILED TO bthornto@mail.maricopa.gov OR 3) THE PRICING PAGES MAY BE DOWNLOADED FROM <http://www.maricopa.gov/materials/advbd/advbd.asp> AND YOU MAY SUBMIT YOUR BID ON YOUR OWN 3.5" DISKETTE.

A copy of the Excel pricing page/file will be sent to requesting vendors by email or U.S. Mail. (WHEN REQUESTING THE PRICING PAGE FILES VIA FAX OR EMAIL YOU MUST

IDENTIFY THE BID SERIAL # YOU NEED AND AN EMAIL ADDRESS TO SEND THE FILES TO.)

WHEN SUBMITTING YOUR BID, DO NOT MODIFY OR CHANGE THE PRICING PAGE(S) OTHER THAN INPUTTING YOUR PRICING IN THE DESIGNATED AREAS AND INPUTTING THE REQUESTED COMPANY INFORMATION.

ONE (1) HARD COPY OF EACH PAGE OF ATTACHMENT A (PRICING PAGE) SHALL BE SUBMITTED WITH YOUR BID IN ADDITION TO THE 3.5" PRICING DISKETTE.

5.20 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS:

Bidders shall provide one (1) original "hard copy" (labeled) and one (1) electronic copy of pricing (Attachment A) on a 3.5" diskette. Bidders are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **A corporate official who has been authorized to make such commitments must sign bids.**

5.20.1 Bidder shall review their bid submission to assure the following documents are properly completed.

5.20.1.1 Pricing pages, ATTACHMENT A, **MANDATORY**

5.20.1.2 3.5" Pricing diskette, **MANDATORY**

5.20.1.3 Vendor Information, ATTACHMENT D, **MANDATORY**

5.20.1.4 Agreement page, ATTACHMENT B, **MANDATORY**

5.20.1.5 References, ATTACHMENT C, **MANDATORY**

5.20.1.6 Affidavit(s) showing newspaper has been established and published within Maricopa County, State of Arizona, (as required in Section 2.0), **MANDATORY**

5.20.1.7 Reproductions of Exhibits 1-6, **MANDATORY**

NOTE: CONTRACTORS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR BIDS.

**ATTACHMENT A
PRICING**

SERIAL 03001-S

PRICING SHEET S07 31 05/B0601741/91502

BIDDER NAME:

F.I.D./VENDOR #:

BIDDER ADDRESS:

P.O. ADDRESS:

BIDDER PHONE #:

BIDDER FAX #:

COMPANY WEB SITE:

COMPANY CONTACT (REP):

E-MAIL ADDRESS (REP):

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ____ NO

ACCEPT PROCUREMENT CARD: ____ YES ____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES ____ NO ____ % REBATE

(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ____ YES ____ NO ____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ____ NO

PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.

TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.

FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.

BIDDER MUST INITIAL THE SELECTION BELOW.

NET 10

NET 15

NET 20

NET 30

NET 45

NET 60

NET 90

2% 10 DAYS NET 30

1% 10 DAYS NET 30

2% 30 DAYS NET 31

1% 30 DAYS NET 31

5% 30 DAYS NET 31

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE: ____ %

PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:

____ NEWSPAPER ADVERTISEMENT

____ MARICOPA COUNTY WEB SITE

____ PRE-SOLICITATION NOTICE

____ OTHER (PLEASE SPECIFY)

**ALL PRICING SHALL BE SUBMITTED ON A 3.5" DISKETTE FORMATTED IN EXCEL '97. NO BIDS
WILL BE ACCEPTED WITHOUT THE ACCOMPANYING DISKETTE IN YOUR BID SUBMITTAL. ANY
BID NOT CONTAINING THE REQUIRED DISKETTE WILL BE CONSIDERED NON-RESPONSIVE AND
NOT CONSIDERED FOR EVALUATION OR CONTRACT AWARD.**

**ATTACHMENT A
PRICING**

WHEN SUBMITTING YOUR BID, DO NOT MODIFY OR CHANGE THE PRICING PAGE(S) OTHER THAN INPUTTING YOUR PRICING IN THE DESIGNATED AREAS.

ALL REQUESTS FOR DISKETTES MUST BE EITHER: 1) FAXED TO THE PROCUREMENT CONSULTANT AT (602) 258-1573
2) EMAILED TO bthornto@mail.maricopa.gov. or 3) THE EXCEL FILE MAY BE DOWNLOADED FROM
<http://www.maricopa.gov/materials/advbd/advbd.asp>. **IN ADDITION, ONE (1) HARD COPY OF EACH PAGE OF ATTACHMENT A (PRICING PAGE) SHALL BE SUBMITTED WITH YOUR BID.**

1.0 PRICING:

ITEM DESCRIPTION

PRICE

1.0 Legal Advertising, Price Per Column inch:

1.1 First Insertion \$ _____

1.2 Subsequent Insertion(s) \$ _____

2.0 Display Advertising, Price Per column inch:

2.1 First Insertion \$ _____

2.2 Subsequent Insertion(s) \$ _____

3.0 Additional Discounts:

Percentage Discount from base bid for using:

3.1 Camera Ready Copy _____ %

3.2 Computer Tape Format _____ %

3.3 Floppy Disc Format _____ %

3.4 E-mail _____ %

4.0 NON-LEGAL advertising in News section: _____ % of off open rate for any county agency

5.0 Bidder to indicate:

Legal

Display (10 pt.)

5.1 Advertising Column Width: _____ pica _____ pica

5.2 Number of characters per
printed line: _____

5.3 Total number of characters
per column inch: _____

**ATTACHMENT A
PRICING**

6.0 Total cost to publish excerpts based on first insertion cost and subsequent insertion cost(s).

PRICE

- 6.1 Exhibit 1 - **MARICOPA COUNTY PARITY PARTNER INFORMATION** ~~PARITY PARTNERS~~
weekly publication 1 insertion \$_____/ per insertion
- 6.2 Exhibit 2 - **BOARD OF SUPERVISOR MINUTES** ~~SUPERIOR COURT OF ARIZONA MARICOPA COUNTY~~
weekly publication 1 insertion \$_____/ per insertion
- 6.3 Exhibit 3 - **DELINQUENT TAX LIST** ~~NOTICE OF PUBLIC HEARING~~
weekly publication 1 Insertion \$_____/ per insertion
- 6.4 Exhibit 4 - **WARRANT REGISTER** ~~NOTICE OF TRUSTEE'S SALE~~
weekly publication 1 insertion \$_____/ per insertion
- 6.5 Exhibit 5 - **NOTICE OF CALL FOR BIDS**
weekly publication 2 Insertions \$_____/ per insertion
- 6.6 Exhibit 6 - **PUBLIC NOTICE**
weekly publication 2 Insertions \$_____/ per insertion
- 6.7 Publication Days: (circle) Su M T W TH F Sa
- 6.8 Press time: _____ A.M. _____ P.M.
Su M T W TH F Sa

7.0 PICK UP

7.1 Number of hours prior to press time copy for Board of Supervisors minutes may be picked up:

With notice: _____ Without notice: _____

7.2 Number of hours prior to press time, copy of County Budget may be picked up:

With notice: _____ Without notice: _____

7.3 Number of hours prior to press time, copy for County cost of living increases/County wide payroll changes may be picked up:

With notice: _____ Without notice: _____

7.4 Number of weeks/hours prior to press time, copy for Treasurer's Delinquent Tax List may be picked up:

Weeks/hours with notice: _____ Weeks/hours without notice: _____

7.5 Number of hours prior to press time, copy for Materials Management's Notice for Call for Bids may be e-mailed/picked up.

With notice: _____ Without notice: _____

**ATTACHMENT A
PRICING**

7.6 Number of hours prior to press time, copy for other legal advertising may be picked up:

With notice: _____ Without notice: _____

8.0 Newspaper Subscription rate for County Departments:

Five (5) complimentary subscriptions to be designated by Materials Management plus:

A complimentary subscription to any department submitting advertising:

8.1 All others \$ _____ / per year

Pick up point: County Administration, Downtown Complex, Monday through Friday, 3:30 P.M.,
Office of the Clerk of the Board and the Clerk of the Court.

ATTACHMENT B

AGREEMENT

The Contractors hereby certify that they have read, understand and agree that acceptance by Maricopa County of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

_____ Disadvantaged Business Enterprise (DBE)
 _____ Women-Owned Business Enterprise (WBE)
 _____ Minority Business Enterprise (MBE)
 _____ Small Business Enterprise (SBE)

 FIRM SUBMITTING BID

 FEDERAL TAX ID NUMBER

 PRINTED NAME AND TITLE

 AUTHORIZED SIGNATURE

 ADDRESS

 TELEPHONE

 FAX #

 CITY STATE ZIP

 DATE

WEB SITE: _____

EMAIL ADDRESS: _____

MARICOPA COUNTY, ARIZONA

BY: _____
 DIRECTOR, MATERIALS MANAGEMENT

 DATE

BY: _____
 CHAIRMAN, BOARD OF SUPERVISORS

 DATE

ATTESTED:

 CLERK OF THE BOARD

 DATE

APPROVED AS TO FORM:

 MARICOPA COUNTY ATTORNEY

 DATE

ATTACHMENT C

CONTRACTOR REFERENCES

FIRM SUBMITTING BID: _____

1. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____
ADDRESS: _____
CONTACT PERSON: _____
TELEPHONE: _____ E-MAIL ADDRESS: _____

ATTACHMENT D

CONTRACTOR INFORMATION

IN OUR CONTINUING EFFORT TO INSURE THAT OUR CONTRACTOR REGISTRATION SYSTEM IS CORRECT, PLEASE FURNISH THE FOLLOWING INFORMATION:

LEGAL NAME OF ORGANIZATION/INDIVIDUAL: _____

DOING BUSINESS AS (IF APPLICABLE): _____

FEDERAL TAX ID NUMBER: _____ MARICOPA COUNTY VENDOR NUMBER: _____

OWNERSHIP STATUS: INDIVIDUAL/ SOLE PROPRIETOR: _____ CORPORATION: _____ PARTNERSHIP: _____ OTHER: _____

CORPORATE ADDRESS: _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

WEB SITE ADDRESS: _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ **P.O.** _____ **ACCTS RECEIVABLE** _____ **SOLICITATIONS** _____
 _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ **P.O.** _____ **ACCTS RECEIVABLE** _____ **SOLICITATIONS** _____
 _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

NAME OF CONTACT PERSON: _____

ADDITIONAL ADDRESS FOR: _____ **P.O.** _____ **ACCTS RECEIVABLE** _____ **SOLICITATIONS** _____
 _____ **CITY:** _____ **STATE:** _____ **ZIP:** _____

TELEPHONE: _____ **FAX:** _____ **EMAIL:** _____

NAME OF CONTACT PERSON: _____

NOTE: NO PREFERENCE IN AWARDING CONTRACTS IS GIVEN TO CONTRACTORS REGISTERED WITH MARICOPA COUNTY DEPARTMENT OF MATERIALS MANAGEMENT, HOWEVER, YOU MUST REGISTER AS A CONTRACTOR IF AWARDED A CONTRACT IN ORDER TO FULFILL THE CONTRACTUAL REQUIREMENTS. CONTACT MATERIALS MANAGEMENT AT (602) 506-8718 FOR A REGISTRATION PACKET.

I HEREBY CERTIFY THAT:

1. I AM DULY AUTHORIZED TO CERTIFY THE INFORMATION REQUESTED HEREIN.
2. TO THE BEST OF MY KNOWLEDGE, THE ELEMENTS OF THE INFORMATION PROVIDED HEREIN ARE ACCURATE AND TRUE AS OF THIS DATE.
3. MY ORGANIZATION SHALL COMPLY WITH ALL STATE STATUTES AND FEDERAL EQUAL OPPORTUNITY AND NON-DISCRIMINATION REQUIREMENTS AND CONDITIONS OF EMPLOYMENT IN ACCORDANCE WITH A.R.S. TITLE 41, CHAPTER 9, ARTICLE 4 AND EXECUTIVE ORDER NUMBER 75-5 DATED APRIL 28, 1975.
4. MY ORGANIZATION SHALL COMPLY WITH ALL TERMS AND CONDITIONS OF SOLICITATIONS AND CONTRACTUAL DOCUMENTS, REGULATIONS AND LAWS, AND POLICIES AND PROCEDURES SET FORTH IN THE MARICOPA COUNTY PROCUREMENT CODE APPLICABLE TO THE TYPE OF PROCUREMENT (SERVICE OR COMMODITY).

PRINTED OR TYPED NAME

TITLE

SIGNATURE

DATE

ATTACHMENT D (CONTINUED NEXT PAGE)



Form W-9.doc

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN).
However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number								
			+			+		
or								
Employer identification number								
		+						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 2.)

Sign Here	Signature of U.S. person ▶	Date ▶
--------------	-------------------------------	--------

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments **after** December 31, 2001 (29% **after** December 31, 2003). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions on page 2 and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is **disregarded as an entity** separate from its owner (see **Limited liability company (LLC)** above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN or:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN or:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ **You must show your individual name**, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.



EXHIBIT 1

PARITY PARTNERS

The Maricopa County Parity Partners is a partnership of business leaders of various associations and government agencies interested in increasing procurement opportunities for minority and women-owned business enterprises. The Parity Partners serve in an advisory capacity to the Maricopa County Minority and Women-Owned Business Enterprise Program, and is available to the community for further advice, assistance, and guidance in doing business with minority and women-owned businesses.

Frank Rivera Associated Minority Contractors of America 2912 W. Clarendon Phoenix, AZ 85017 Tele- 602-241-1097 Fax- 602-277-1306	Patricia Tellez Arizona Hispanic Chamber of Commerce 255 E. Osborn, Ste. 201 Phoenix, AZ 85012 Tele- 602-279-1800 Fax- 602-279-8900
Joe Castillo Grand Canyon Minority Supplier Development Council P. O. Box 1268 Phoenix, AZ 85001 Tele- 602-495-9950 Fax- 602-495-9943	Tina Culleen American Indian Chamber of Commerce of AZ 2601 N. Third St., Ste 100 Phoenix, AZ 85003 Tele- 602-240-2422 Fax- 480-892-1975
Debbie Hinegardner City of Phoenix 251 W. Washington Phoenix, AZ 85003 Tele- 602-534-0120 Fax- 602-534-1785	Lisa Wormington Arizona Department of Transportation 1739 W. Jackson, #127P Phoenix, AZ 85007 Tele- 602-712-7761 Fax- 602-712-8429

EXHIBIT 2

BOARD OF SUPERVISORS MINUTES

FORMAL SESSION

November 20, 2002

The Board of Supervisors of Maricopa County, Arizona convened at 11:00 a.m., November 20, 2002, in the Board of Supervisors' Auditorium, 205 W. Jefferson, Phoenix, Arizona, with the following members present: Don Stapley, Chairman; Fulton Brock, Vice Chairman; Andy Kunasek, Max W. Wilson, and Mary Rose Wilcox. Also present: Fran McCarroll, Clerk of the Board; Shirley Million, Administrative Coordinator; David Smith, County Administrative Officer; and Paul Golab, Deputy County Attorney. Votes of the Members will be recorded as follows: (aye-no-absent-abstain).

INVOCATION

Ross Tate, County Auditor, delivered the invocation.

PLEDGE OF ALLEGIANCE

Joy Rich, Director of Planning and Development, led the assemblage in the Pledge of Allegiance.

CHARITABLE CAMPAIGN DRAWING - WITHDRAWN

Drawing of tickets for the 2002 Combined Charitable Campaign vehicle and air hockey table.

Clerk of the Board Fran McCarroll announced that this item was withdrawn.

PUBLIC HEARING - ENVIRONMENTAL SERVICES – AMEND ENVIRONMENTAL HEALTH CODE

No protests having been received and no speakers coming forth at the Chairman's call, motion was made by Supervisor Brock, seconded by Supervisor Wilson, and unanimously carried (5-0) to approve amending Chapter VII of the Maricopa County Environmental Health Code. The proposed amendments will allow the mandatory Food Safety Manager License to be expanded from its current three-year renewal requirement to five years from the date the participant passed the exam. The National Conference for Food Protection has standardized the certification process and effectiveness time spans between the private providers to five years. This would align the County's licensing process with that of the national guidelines. The amended code will become effective upon the date of Board of Supervisors' approval. (C88030107) (C88030117) (ADM2102)

Aimee Upton, Environmental Services, was present to answer any questions but there were none.

ORGANIZE DREAMING SUMMIT IMPROVEMENT DISTRICT

No protests having been received and no speakers coming forth at the Chairman's call, motion was made by Supervisor Wilson, seconded by Supervisor Wilcox, and unanimously carried (5-0) to organize the Dreaming Summit Unit 1A Street Lighting Improvement District, located in the vicinity of Bethany Home Road and 134th Avenue, and appoint the Superintendent of Streets as District Engineer. The district purpose is establishing street lighting facilities and purchasing electric service for the lighting of public streets and parks within the area. A petition representing 100% of the property owners of the district has been presented requesting the formation of this district. (C64031167) (ADM4302)

**ORDER ESTABLISHING
DREAMING SUMMIT UNIT 1A
STREET LIGHTING IMPROVEMENT DISTRICT**

A petition having been filed with the Clerk of the Board of Supervisors of Maricopa County, Arizona, on October 3, 2002, praying for the establishment of Dreaming Summit Unit 1A Street Lighting Improvement District, under the provisions of Title 48, Chapter 6, Article 1, Arizona Revised Statutes, 1956, and said petition having been presented to the Board of Supervisors on the 20th day of November, 2002, at the hour of 9:00 a.m., at the usual meeting place of said Board of Supervisors at 205 West Jefferson Street, in the City of Phoenix, as required by said Arizona Revised Statutes, 1956, and said Board having heard all interested property owners who appeared at said hearing on any matter relating to the establishment of the proposed District, or filed with the Clerk of the Board of Supervisors, before the date for said hearing, and after having heard all of said property owners, said Board of Supervisors finds that said petition is signed by the requisite number of owners of real property and further finds that the public convenience, necessity and welfare will be promoted by the establishment of said district, and hereby, by this formal order declares the findings aforesaid, and establishes the boundaries as follows:

A portion of Sections 10 and 15, Township 2 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, said portion being more particularly described as follows:

Commencing at a Maricopa County brass cap in a hand-hole found at the center of said Section 10, thence South 00°20'33" West, along the west line of the southeast quarter of said Section 10, a distance of 1875.43 feet to the southwest corner of Lot 343, Dreaming Summit Unit 1, recorded in Book 554, Page 28 records of Maricopa County, Arizona and the True Point Of Beginning;

thence South 89°45'52" East, along the south line of Lot 343, a distance of 135.00 feet to a point on the centerline of Florence Avenue;

thence South 00°20'33" West, along the centerline of Florence Avenue, a distance of 78.58 feet to a point on the centerline of Berridge Lane;

thence South 88°34'31" East, along the centerline of Berridge Lane, a distance of 453.67 feet to a point of curvature concave northwesterly, whose radius is 400.00 feet;

thence northeasterly, along the centerline of Berridge Lane, along said curve to the left, through a central angle of 20°56'10", an arc length of 146.16 feet;

thence North 70°29'19" East, along the centerline of Berridge Lane, a distance of 7.34 feet to a point on the westerly right-of-way line of 134th Avenue;

thence South 21°29'58" East, along the westerly right-of-way line of 134th Avenue, a distance of 280.17 feet to a point of curvature concave southwesterly, whose radius is 570.00 feet;

thence southerly, along the westerly right-of-way line of 134th Avenue, along said curve to the right, through a central angle of 22°55'27", an arc length of 228.06 feet;

thence South 01°25'29" West, along the westerly right-of-way line of 134th Avenue, a distance of 151.90 feet;

thence South 46°25'29" West, along the westerly right-of-way line of 134th Avenue, a distance of 14.14 feet to a point on the north right-of-way line of Bethany Home Road;

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thence North 88°34'31" West, along the north right-of-way line of Bethany Home Road, a distance of 117.74 feet to a point of curvature concave southeasterly, whose radius is 680.00 feet;

thence southwesterly, along the north right-of-way line of Bethany Home Road, along said curve to the left, through a central angle of 35°04'10", an arc length of 416.21 feet;

thence South 56°21'19" West, along the north right-of-way line of Bethany Home Road, a distance of 150.87 feet to a point of curvature concave northwesterly, whose radius is 495.00 feet;

thence southwesterly, along the north right-of-way line of Bethany Home Road, along said curve to the right, through a central angle of 29°09'56", an arc length of 251.97 feet to a point on the west line of said DREAMING SUMMIT UNIT 1;

thence North 00°20'33" East, along the west line of said DREAMING SUMMIT UNIT 1, a distance of 242.41 feet to the south quarter corner of said Section 10;

thence North 00°20'33" East, along the west line of the southeast quarter of said Section 10, along the west line of said Dreaming Summit Unit 1, a distance of 743.83 feet to the True Point Of Beginning.

Said parcel containing 14.455 acres, more or less.

And further declares that said district is now established under the name of Dreaming Summit Unit 1A Street Light Improvement District, by which name it shall be known in all proceedings hereafter.

DATED this 20th day of November 2002.

/s/ Don Stapley, Chairman of the Board

ATTEST:

/s/ Fran McCarroll, Clerk of the Board

EXHIBIT 3

TREASURER'S DELINQUENT TAX LIST

00001 651700 101-03-008 CABOT INDUSTRIAL PROPERTIES LP * 8 1N 1E * TH PT S 50F OF N 83F OF NW4 SEC 8 LY WI-IN PARCEL B P/F 97-276035 * 11500 0 0 151.40 *

00002 171700 101-08-038A NAVARRO DAVID V/OFELIA V * 20 2 * TOLLESON MCR 28/49 LOT 20 EX W 10F & LOTS 22 & 24 BLK 2 * 18300 73200 0 14.85 *

00003 171700 101-08-044A MARTINEZ ROBERTO/RUBIO MARTHA * 2 3 * TOLLESON MCR 28/49 LOTS 2 4 & 6 BLK 3 * 8500 34000 0 534.06 *

00004 171700 101-08-050A MONTANO REYES B/EVA L * 8 3 * TOLLESON MCR 28/49 LOTS 8 10 & 12 BLK 3 * 4600 18400 0 72.66 *

00005 171700 101-08-106A SECURITY NATIONAL FINANCIAL CORP * 13 * TOLLESON MCR 28/49 LOT 13 E 6.5F & LOTS 15 17 & LOTS 19 21 22 EX S 40F * 11311 88503 0 3793.08 *

00006 171700 101-08-129A SALAS ALBERT M * 21 10 * TOLLESON MCR 28/49 LOTS 21 & 23 BLK 10 * 5156 68863 0 2482.42 *

00007 171700 101-08-134A HERNANDEZ RUDY & DANIEL O JR * 1 11 * TOLLESON MCR 28/49 LOTS 1 & 3 BLK 11 * 4000 16000 0 239.01 *

00008 171700 101-08-200 SMITH BARBARA JOANN * 6 19 * TOLLESON * 3200 12800 0 97.77 *

00009 171700 101-08-227 PEREZ MARIA GUADALUPE * 4 28 * TOLLESON * 8800 35200 0 314.52 *

00010 171700 101-08-237 MERCY HOUSING SOUTHWEST * 7 * MERCY MANOR MCR 501-18 * 12500 0 0 310.48 *

00011 171700 101-08-238 MERCY HOUSING SOUTHWEST * 8 * MERCY MANOR MCR 501-18 * 12500 0 0 310.48 *

00012 171700 101-09-042 HERNANDEZ RUDY * 2 100 * TOLLESON GOETZ TR PT LOT 2 BLK 100 E2 N2 * 7000 28000 0 472.00 *

00013 171700 101-09-048 LOPEZ JOSE LUIS * 4 100 * TOLLESON GOETZ TR PT LOT 4 BLK 100 W2 * 6700 26800 0 461.30 *

00014 171700 101-10-015B QUEZADA GLORIA D * 1 101 * TOLLESON-GOETZ TR E2 LOT 1 BLK 101 * 11100 44400 0 758.80 *

00015 171700 101-10-030 RANGEL REBECCA * 2 102 * TOLLESON-GOETZ TR LOT 2 E 55' BLK 102 * 5000 22516 0 418.32 *

00016 171700 101-10-042 MACIAS ANTONIA * 7 102 * TOLLESON-GOETZ TR LOT 7 BLK 102 E2 * 4800 19200 0 22.57 *

00017 171700 101-10-051 MORA DONNA J * 12 102 * TOLLESON-GOETZ TRACT * 8700 34800 0 448.97 *

00018 171700 101-10-054 LEDBETTER ANN * 14 102 * TOLLESON-GOETZ TRACT LOT 14 BLK 102 E2 * 10500 0 0 123.43 *

00019 171700 101-10-073 RODRIGUEZ GILBERT A & MATILDA AGUIRRE * 5 103 * TOLLESON-GOETZ TRACT LOT 5 BLK 103 E2 * 5800 23200 0 341.66 *

00020 171700 101-10-075B SOTO CARLOS/ENRIQUETTA * 6 103 * TOLLESON GOETZ TRACT W2 LOT 6 BLOCK 103 * 9700 38800 0 389.56 *

00021 171700 101-10-095 EAST VICTORIA A * 17 103 * TOLLESON-GOETZ TRACT LOT 17 BLK 103 E2 * 7500 30000 0 218.42 *

00022 171700 101-10-096 ORTEGA MARIA R * 17 103 * TOLLESON-GOETZ TRACT LOT 17 BLK 103 W2 * 12100 48400 0 799.50 *

00023 171700 101-10-097 MARTINEZ TERESA * 18 103 * TOLLESON-GOETZ TRACT LOT 18 BLK 103 E2 * 20500 0 0 352.08 *

00024 171700 101-10-110 RAM EMMA L/JOSE ALFREDO/DALIA D * 9 * TURNER TRACT AMD * 6700 26800 0 439.98 *

00025 621301 101-12-001B LAYTON RONALD DEON & MARILYN ETAL * 15 1N 1E * ALL NW4 EX W 105F & EX N 83F * 210368 55180 0 5459.76 *

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00026 621300 101-12-001C LAYTON RONALD D/MARILYN ETAL * 15 1N 1E * E 22F OF W 55F OF NW4
SEC EX N 130F TH/OF & ALSO EX ANY PT LY NLY & WLY OF FOL DESC LN BEG AT PT O N N LN SEC
WH IS N 84D 27M E580.36F FROM NW COR S EC TH S 5D 32M E 50F TH S 84D 27M W 521.13F TH S 43D
2M W 15.12F TH S 1D 37M W 70.55F TH S 84D 27M W 15.12F TH S 1D 3M W 474F TH N 88D 22M W 40F
TO W LN SEC & END OF LN DESC * 1684 0 0 35.28 *

EXHIBIT 4

WARRANT REGISTER

11/08/2002	251	3FG21031037	ARIZONA COUNTER DRUG	00330521212	GENERAL SUPP	2,668
11/08/2002	100	33809000724	MARCIA RESLER	00330521218	LEGAL	3,028
11/08/2002	226	3FIN0006710	BOULDER VIEWS DEV LLC	00330521223	LICENS & PER	3,424
11/08/2002	100	3FIN0006719	SEA WORLD INC	00330521233		2,178
11/08/2002	100	3FIN0006746	MICHAEL VACCA	00330521238	LEGAL	1,276
11/08/2002	100	3FIN0006699	PENGAD INC	00330521240	OTHER ADJUST	2,492
11/08/2002	681	3FG21106059	ARCH WIRELESS	00330521241	RENT & LEASE	28,769
11/08/2002	290	3FG21107123	BAS RECYCLING INC	00330521248	OTHER SVCS	34,535
11/08/2002	251	3FG21107037	NCS PEARSON	00330521262	GENERAL SUPP	2,508
11/08/2002	252	3FG21031036	KEEFE SUPPLY COMPANY	00330521266	GENERAL SUPP	1,350
11/08/2002	252	3FG21031035	CRAWFORD SUPPLY COMPANY	00330521267	GENERAL SUPP	1,134
11/08/2002	232	3FG21107115	DIMSCO	00330521275	OTHER SVCS	2,449
11/08/2002	100	3FIN0006714	ENTERTAINMENT PUBLICATIONS INC	00330521278		1,505
11/08/2002	100	3FIN0006747	ELVA CRUZ LAUER	00330521285	LEGAL	1,618
11/08/2002	208	3FIN0006700	MATRIX RESOURCES INC	00330521293	OTHER SVCS	8,730
11/08/2002	255	3FG21107067	STARMED STAFFING GROUP	00330521295	HC SERVICES	2,211
11/08/2002	252	3FG21104055	FIESTA BOOK COMPANY	00330521300	GENERAL SUPP	2,487
11/08/2002	100	33800000398	ABLEST TECHNOLOGY SERVICES	00330521301	OTHER SVCS	1,136
11/08/2002	572	3FG21030078	TW MEDICAL	00330521303	MEDICAL SUPP	18,407
			18,407.			
11/08/2002	100	3FG21104035	COMPAQ COMPUTER CORPORATION	00330521305	GENERAL SUPP	2,049
11/08/2002	572	3FG21030080	MWI VETERINARY SUPPLY CO	00330521309	MEDICAL SUPP	9,998
11/08/2002	681	3FG21106001	NEXTEL COMMUNICATIONS	00330521310	RENT & LEASE	22,569
11/08/2002	100	3FIN0006877	HUGHES-CALIHAN CORPORATION	00330521314	RENT & LEASE	3,928
11/08/2002	255	3FG21107106	KIVA INTERNATIONAL	00330521315	GENERAL SUPP	14,485
11/08/2002	532	3FIN0006815	COMMUNITY LEGAL SERVICES	00330521317	OTHER SVCS	3,298
11/08/2002	532	3FIN0006163	PHOENIX INDIAN MEDICAL CENTER	00330521319	OTHER SVCS	1,490
11/08/2002	211	3FIN0006708	CHICANOS POR LA CAUSA INC	00330521324	OTHER SVCS	8,722
11/08/2002	100	3FIN0006886	MARISCAL WEEKS MCINTYRE &	00330521327	LEGAL	1,101
11/08/2002	100	3FG21030008	APOTHECA INC	00330521328	MEDICAL SUPP	1,626
11/08/2002	255	3FG21104047	NORTHERN CHEMICAL COMPANY	00330521332	GENERAL SUPP	4,338
11/08/2002	100	3FIN0006827	AOS AUTOMATED OFFICE SYSTEMS	00330521333	REP & MAINT	2,368
11/08/2002	232	3FG21107113	ARIZONA GLOVE & SAFETY INC	00330521344	GENERAL SUPP	5,886
11/08/2002	251	3FG21104022	ATLASTA CATERING INC	00330521346	OTHER SVCS	1,338
11/08/2002	100	3FG21107109	ACT COMPUTER SOLUTIONS	00330521349	NON-CAP EQP	2,559
11/08/2002	532	3FIN0006160	AIDS PROJECT ARIZONA	00330521354	OTHER SVCS	14,648
11/08/2002	681	3FIN0006817	SMITH PEAK IMPROVEMENT	00330521358	INTERGOV PYM	2,250
11/08/2002	100	3FG21030024	AUTOMATED ACCESS SYSTEMS INC	00330521359	GENERAL SUPP	10,818
11/08/2002	234	3FIN0006922	JOHNSON & ZADDACK INC	00330521360	OTHER SVCS	15,000
11/08/2002	100	3FG21031013	BENSON SECURITY SYSTEMS INC	00330521364	GENERAL SUPP	2,156
11/08/2002	100	3FG21101010	BENSON SECURITY SYSTEMS INC	00330521364	GENERAL SUPP	2,156
11/08/2002	100	3FIN0006888	FIRST APPRAISAL SERVICES INC	00330521371	LEGAL	12,675
11/08/2002	100	3FG21104053	SIGNATURE TECHNOLOGY GROUP INC	00330521374	REP & MAINT	2,910
11/08/2002	255	3FG21106019	MULTIMEDIA TELESYS INC	00330521376	OTHER SVCS	3,500
11/08/2002	100	3FIN0006865	CENTRAL AZ CHAPTER OF INT'L	00330521377	OTHER SVCS	1,250

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11/08/2002	100	3FIN0006869	FLEISCHMAN & LANGAN PC	00330521380	LEGAL	1,662
11/08/2002	100	3FIN0006721	AMERICA WEST ARENA	00330521383		3,572
11/08/2002	255	32629000102	SUNDANCE TOWER LLC	00330521385	RENT & LEASE	12,438
11/08/2002	255	3FG21107058	CYPRESS STAFFING SERVICES LLC	00330521386	HC SERVICES	4,590
11/08/2002	255	3FG21107059	CYPRESS STAFFING SERVICES LLC	00330521386	HC SERVICES	3,572
11/08/2002	255	3FG21107060	CYPRESS STAFFING SERVICES LLC	00330521386	HC SERVICES	4,955

EXHIBIT 5

NOTICE OF CALL FOR BIDS

NOTICE IS HEREBY GIVEN that sealed bids/proposals will be received by the Director, Materials Management Center, 320 W. Lincoln Street, Phoenix, Arizona 85003 for furnishing the items listed below for Maricopa County. The County reserves the right to reject any and all bids/proposals, and to waive any informalities in any bid/proposal. The Board shall let the contract for bids (IFBs) to the lowest responsible/responsive bidder meeting specifications. For proposals (RFPs), award will be made to the responsive/responsible proposer whose proposal has been deemed most advantageous in accordance with the evaluation criteria contained in the RFP. Copies of bids/proposals of interest may be obtained by calling the Materials Management Department at (602) 506-3967.

Copies of bids, proposals and awarded contracts are available via the Internet on the Maricopa County home page (<http://www.maricopa.gov>).

Bids/proposals will be opened and read aloud in the Materials Management Bid Conference Room at the time and date specified below:

UNTIL TUESDAY, 2:00 P.M., FEBRUARY 11, 2003

02122-C FOOD: STAPLE GROCERY & CROCKER'S MISC ITEMS, FROZEN FOOD & BAKERY ITEMS

THERE WILL BE A NON-MANDATORY PRE-BID CONFERENCE ON JANUARY 23, 2003, AT 9:30 A.M., AT THE MARICOPA COUNTY MATERIALS MANAGEMENT DEPARTMENT, 320 W. LINCOLN ST., PHOENIX, AZ 85003.

Maricopa County will endeavor to ensure in every possible way that minority and women-owned business enterprises (MBE/WBE) shall have every opportunity to participate in providing professional services, purchased goods, and contractual services to Maricopa County without being discriminated against on the basis of race, religion, sex, age or national origin.

WES BAYSINGER, DIRECTOR
MATERIALS MANAGEMENT
MARICOPA COUNTY

Published: January 2, 9, 2003

EXHIBIT 6

PUBLIC NOTICE

Maricopa County Environmental Services Department (Department hereafter), 1001 N. Central Ave., Suite 200, Phoenix, AZ, 85004, has processed applications for the following facilities and is proposing to issue air quality permits.

Log No. 000184 Rev. 1.0.0 Sunland Beef Co 651 S 91st Ave Tolleson Meat Processing Facility Products of Combustion, Volatile Organic Compounds, Particulate Matter, Hazardous Air Pollutants

Log No. 010126 Commodity Chopping Industries LLC 4708 W Pasadena Ave Ste #B Glendale Wire Processing Particulate Matter

Log No. 020214 I Mix Group LLC 6005 S El Mirage Rd Tolleson Concrete Batch Plant Particulate Matter Products of Combustion

The applications and proposed permits may be reviewed between 8:00 AM and 4:30 PM during normal business days by contacting the Custodian of Records, Ronald Sands, at 506-6201 or at the Department's address listed above. Arrangements may be made through Mr. Sands to view the information at the following Department locations:

Main office: 1001 N. Central, Phoenix

Eastern Office: 1255 E. Baseline Rd., #124, Mesa

Northern Office: 3101 E. Shea Blvd., #220, Phoenix

Western Office: 8910 N 43rd Ave., #101, Glendale

There is a small fee for copying.

Additional information on the proposed permits may be obtained by contacting Ms. Diana Nino at 1001 N. Central, Suite 200, Phoenix, AZ 85004 or by phone at 506-6094

In accordance with §49-426 and §49-480 of the Arizona Revised Statutes (ARS), any person may submit to Steven E. Peplau, Division Manager at 1001 N. Central, Suite 200, Phoenix, AZ 85004, written comments and/or a written request for a public hearing on the proposed permits within 30 days after the first date of publication. Any written comment shall state the name and mailing address of the person, shall be signed by the person, his agent, or his attorney and shall clearly set forth reasons why the permit should or should not be issued. Grounds for comment are limited to whether the proposed permit meets the criteria for issuance as prescribed in ARS §49-426, §49-480, or §49-481.

Published: December 26, 2002; January 2, 2003